

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 02-161**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**ONE (1) USED or NEW 150 H.P. CLASS MOTOR GRADER**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon on Wednesday, July 31, 2002 in the office of the Purchasing Agent of the City of Lincoln, Nebraska, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska, 68508. Bids will be publicly opened and read in the K Street Complex conference room.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**SPECIFICATIONS  
FOR  
USED 150 H.P. CLASS MOTOR GRADER**

1. APPLICATION

- 1.1 The motor grader shall be used in the City's two landfill sites performing a variety of applications including preparing tipping areas during inclement weather, grading soil borrow areas, grading of cover soil on slopes, ditch construction and maintenance, unpaved road maintenance, and towing litter fences.
- 1.2 The motor grader shall also be used in the City's snow removal program.
- 1.3 Work conditions include soft, muddy, and slippery ground conditions, 3:1 slope grading, and movement of heavy glacial till soils.

2. MODEL

- 2.1 1997 - 2002 year model.
- 2.2 Accepted manufacturers and models include: John Deere 770 series and Caterpillar 140 series.

3. DEMONSTRATIONS AND REFERENCES

- 3.1 Bidders shall provide onsite demonstrations of equipment if requested by the City.
- 3.2 Bidders shall provide a minimum of five reference contacts currently using the exact equipment model being bid. Please provide contact names, company names, and phone numbers as part of the bid proposal.
- 3.3 City reserves the right to have it's mechanic evaluate the unit being bid.

4. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 4.1 Refer to Instruction to Bidders.
- 4.2 With respect to Section 12.2 of the Instruction to Bidders (Warranties), Bidders shall offer a minimum of a one-year warranty on the power train and hydraulic system.
- 4.3 See Section 5 (Condition) of these Specifications regarding consideration of other warranty offers.
- 4.4 Bidders may submit bid proposals for more than one used motor grader.
- 4.5 Bidders shall submit a completed response to the technical equipment specifications listed below for each unit being bid.
  - 4.5.1 A "Yes" response shall be considered as both a statement that the feature or component is offered AND that it is in proper working order.
  - 4.5.2 A "No" response shall indicate that the feature or component is either not offered OR is offered but not functioning properly.
  - 4.5.3 All "No" responses shall be fully explained on separate company letterhead.
- 4.6 A complete bid submittal shall include the following:
  - 4.6.1 A copy of these Specifications with compliance circled "Yes" or "No" , and all additional information provided where requested in accordance with Section 4.4.

- 4.6.2 Manufacturer's literature fully describing specified features.
- 4.6.3 Complete details of warranty.
- 4.6.4 A list of references as specified in Section 3 of these Specifications.
- 4.7 Bid award shall be based on the City's review and judgment of equipment condition, maintenance history, desirable features, available warranties, and price.
- 4.8 Considering that multiple bids may be proposed, Bidders shall only be required to submit a single bid security of \$5,000 for one or more proposals.
- 4.9 A bid proposal for a front wheel drive equipped motor grader is requested as an optional bid.
  - 4.9.1 Bidders are encouraged to submit multiple bids for both equipment that is equipped with front wheel drive as well as for equipment that is equipped with standard four (4)-wheel tandem drive.
  - 4.9.2 The City shall evaluate bid proposals for the optional front wheel drive feature based on consideration of price and budget.
- 4.10 The City intends on purchasing said unit as soon as possible.

5. EQUIPMENT CONDITION

- 5.1 The equipment shall be in excellent condition with a favorable maintenance and performance history available through written or verbal reference.
- 5.2 Maximum hours of use: 3,500.
- 5.3 All features and components shall be in proper working order.
- 5.4 All features, components, and equipment shall be original as delivered when equipment was new.
- 5.5 Equipment with major component repairs, rebuilds or modifications, or repeated repairs shall be given less consideration.
- 5.6 Equipment serviced through a documented preventive maintenance program shall be given higher consideration.
- 5.7 Equipment with dealer offered or transferable manufacturer extended warranties shall be give higher consideration.

## TECHNICAL EQUIPMENT SPECIFICATIONS

<b>Meets Specifications</b> <small>or provide requested information</small>		<b>Specification Requirement</b> <b>(circle yes/no or provide information as requested)</b>
		<b>6. EQUIPMENT DESCRIPTION</b>
		6.1 Specify manufacturer.
		6.2 Specify model number and year.
		6.3 Specify serial number.
		6.4 Specify hours of use.
		6.5 Specify all previous owners or users of the specific unit being offered for bid including contact names and phone numbers: <hr/> <hr/> <hr/> <hr/> <hr/>
		6.6 List all major component repairs, modifications, or rebuilds: <hr/> <hr/> <hr/> <hr/> <hr/>
Yes	No	6.7 Has equipment been maintained as part of a preventative maintenance program?
Yes	No	6.8 Are written service records available for inspection?
Yes	No	6.9 Is an additional warranty offered beyond that specified in Section 4 of these Specifications, and if so, please specify details? <hr/> <hr/> <hr/> <hr/> <hr/>
Yes	No	6.10 Front wheel drive equipped (see Supplemental Instructions to Bidders).
		<b>7. ENGINE</b>
Yes	No	7.1 Six cylinder minimum and turbo charged.
Yes	No	7.2 Four cycle.
Yes	No	7.3 Diesel powered.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)	
Yes	No	7.4	Water-cooled.
Yes	No	7.5	Variable net horsepower 150 H.P. minimum in lower gears and 180 H.P. minimum in higher gears.
Yes	No	7.6	Engine governor.
Yes	No	7.7	Dry-type dual stage air cleaner.
Yes	No	7.8	Turbo II pre-cleaner or automatic dust ejector.
Yes	No	7.9	Pop-up restriction indicator (cab mounted).
Yes	No	7.10	Full-flow spin-on oil filter.
Yes	No	7.11	Fuel filter and water separator.
Yes	No	7.12	24 volt electric start.
Yes	No	7.13	Antifreeze protection to -30 degrees F with manufacturer's extended life coolant.
Yes	No	7.14	Muffler with bent elbow/rain cap (vertical stack cab height).
Yes	No	7.15	Cold weather ether starting aid.
Yes	No	7.16	Engine side enclosures.
Yes	No	7.17	Fuel priming pump.
Yes	No	7.18	Heavy-duty batteries (2) (900 CCA capacity minimum).
Yes	No	7.19	Heavy-duty radiator.
Yes	No	7.20	90 gallon capacity fuel tank minimum.
		<b>8.</b>	<b>TRANSMISSION</b>
Yes	No	8.1	Power shift (without torque converter transmission).
Yes	No	8.2	Direct drive.
Yes	No	8.3	Eight (8) speeds forward minimum.
Yes	No	8.4	Six (6) speeds reverse minimum.
Yes	No	8.5	Over-speed protection.
		<b>9.</b>	<b>DIFFERENTIAL AND FINAL DRIVE</b>
Yes	No	9.1	Operator controlled differential lock (hydraulic activated or electric activated).
Yes	No	9.2	Planetary or single reduction final drive.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
		<b>10. TANDEMS</b>
Yes	No	10.1 Steel box, oil bath design.
Yes	No	10.2 Tandem oscillation approximately 20°.
Yes	No	10.3 Roller chain tandem drive.
		<b>11. BRAKES</b>
Yes	No	11.1 Manufacturer's recommended braking system.
Yes	No	11.2 Parking brake.
Yes	No	11.3 Air dryer for air brake systems.
		<b>12. TIRES AND WHEELS</b>
Yes	No	12.1 Wheels to be interchangeable throughout (10 inch rims).
Yes	No	12.2 14.00 x R24 radial.
Yes	No	12.3 One piece rim not acceptable.
		<b>13. STEERING SYSTEM</b>
Yes	No	13.1 Full hydraulic power steering.
Yes	No	13.2 Full hydraulic frame articulation.
Yes	No	13.3 Frame articulation 20° to right or left minimum.
Yes	No	13.4 Frame articulation at rear of cab.
Yes	No	13.5 Full hydraulic wheel lean.
Yes	No	13.6 Wheel lean angle 18° to right or left minimum.
Yes	No	13.7 Turning radius measure to outside of front tires 24' 6" minimum.
		<b>14. FRONT AXLE</b>
Yes	No	14.1 Heavy duty steel construction.
Yes	No	14.2 30° oscillation, total minimum.
Yes	No	14.3 22" ground clearance minimum.
		<b>15. MOLDBOARD</b>
Yes	No	15.1 High-carbon steel construction.
Yes	No	15.2 14' x 24" x 7/8" minimum.
Yes	No	15.3 AASHTO standard hole spacing for cutting edge.
Yes	No	15.4 Bolt-on cutting edges.
Yes	No	15.5 Hydraulic side shift left and right.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	15.6 Hydraulic blade tip.
Yes	No	15.7 Hydraulic moldboard lifts to have float capability.
Yes	No	15.8 Hydraulic saddle rotation.
Yes	No	15.9 Ends of moldboard must be visible from a sitting position during normal road maintenance operation.
		<b>16. BLADE RANGES (14 FOOT MOLDBOARD W/O EXTENSIONS)</b>
Yes	No	16.1 Lift above ground 17 inches minimum.
Yes	No	16.2 Cutting depth 17 inches minimum.
Yes	No	16.3 Blade pitch variable through 40° forward and 5° rearward minimum.
Yes	No	16.4 Bank cutting angle 90° minimum right and left side.
Yes	No	16.5 360° circle rotation.
Yes	No	16.6 Blade side shift right 25 inches minimum.
Yes	No	16.7 Blade side shift left 20 inches minimum.
Yes	No	16.8 Reach outside rear tires right side 83 inches minimum.
Yes	No	16.9 Reach outside rear tires left side 83 inches minimum.
Yes	No	16.10 All blade ranges must be accomplished from the cab, without any manual adjustments.
Yes	No	16.11 Circle to have replaceable wear strips in shoes, minimum of 6 shoes.
		<b>17. CAB AND RELATED EQUIPMENT</b>
Yes	No	17.1 Low profile design not to exceed 11' 2".
Yes	No	17.2 Sound suppression design with deluxe insulation.
Yes	No	17.3 Operator's sound exposure with cab doors and windows closed shall not exceed 81 dba when tested at rated speed using SAE J88 standard test.
Yes	No	17.4 Steel constructed cab and ROPS.
Yes	No	17.5 Fully enclosed, shock mounted.
Yes	No	17.6 ROPS structure to be integral with cab and meet or exceed SAE J396, SAE 1040 April 88 and ISO 3741-1986.
Yes	No	17.7 Warning horn.
Yes	No	17.8 High output two-speed heater.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	17.9 Front defroster fan.
Yes	No	17.10 Rear defroster fan.
Yes	No	17.11 Factory installed air conditioner.
Yes	No	17.12 AM/FM radio.
Yes	No	17.13 Tinted safety glass throughout.
Yes	No	17.14 Windows to provide a full view of moldboard and road in front.
Yes	No	17.15 Windows to provide side view and rear vision.
Yes	No	17.16 Deluxe cloth adjustable suspension seat with seat belt to meet SAE J326.
Yes	No	17.17 Key-locking door latches and complete vandalism protection for all compartments.
Yes	No	17.18 Handrails and access steps.
Yes	No	17.19 Front and rear windshield washers and wipers.
Yes	No	17.20 Heavy duty rubber floor mat.
Yes	No	17.21 Inside mounted rear-vision mirror.
Yes	No	17.22 Rear view mirrors, both sides mounted on exterior of equipment.
Yes	No	17.23 Adjustable control console.
Yes	No	17.24 Hand and foot accelerator controls.
		<b>18. INSTRUMENTS, GAUGES, AND METERS</b>
Yes	No	18.1 Engine hour meter.
Yes	No	18.2 Ammeter or voltmeter.
Yes	No	18.3 Engine oil pressure and transmission pressure gauge.
Yes	No	18.4 Engine temperature gauge and transmission temperature gauge.
Yes	No	18.5 Hydraulic temperature gauge.
Yes	No	18.6 Articulation indicator.
Yes	No	18.7 Brake system audible warning and indicator light.
Yes	No	18.8 Key-lock starter.
Yes	No	18.9 Fuel level gauge.
Yes	No	18.10 Lift arm lock disengage indicator.
Yes	No	18.11 Parking brake on indicator.



Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	18.12 Visual/audible warning system. Electronic monitoring system to warn operator of problems and if immediate shutdown required.
Yes	No	18.13 Differential lock indicator.
		<b>19. LIGHTING</b>
Yes	No	19.1 Two (2) front sealed beam halogen-driving lights.
Yes	No	19.2 Two (2) front sealed beam halogen work lights.
Yes	No	19.3 Two (2) rear sealed beam work lights.
Yes	No	19.4 Two (2) sealed beam blade lights.
Yes	No	19.5 Two (2) rear stop and tail lights.
Yes	No	19.6 Four-way warning flashers.
Yes	No	19.7 Cab mounted dome light.
Yes	No	19.8 Instrument panel light.
		<b>20. WEIGHT AND DIMENSIONS</b>
Yes	No	20.1 Basic operating weight 31,500 lbs. minimum.
Yes	No	20.2 Weight on front wheels 9,200 lbs. minimum.
Yes	No	20.3 Weight on rear wheels 22,000 lbs. minimum.
Yes	No	20.4 Overall length 28' maximum (not including scarifier) or plow hitch.
Yes	No	20.5 Overall width 8' 6" maximum.
Yes	No	20.6 Overall height 11'2" maximum.
		<b>21. MANUALS</b>
Yes	No	21.1 One (1) complete service manual.
Yes	No	21.2 Two (2) complete parts manuals.
Yes	No	21.3 Two (2) complete operators manuals.
		<b>22. MISCELLANEOUS EQUIPMENT</b>
Yes	No	22.1 Fixed rear draw bar with drop pin.
Yes	No	22.2 Electric back-up alarm.
Yes	No	22.3 Toolbox.
Yes	No	22.4 Slow moving vehicle sign.
Yes	No	22.5 Quick drains for engine, transmission, and hydraulic lubricant service.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	22.6 12-volt electrical service for two-way radio installation (by owner).
Yes	No	22.7 Hydraulic service and cab controls for front mounted scarifier or snowplow.
		<b>23. OPTIONS</b>
Yes	No	23.1 Operator controlled front wheel drive (see Supplemental Instructions to Bidders).
Yes	No	23.2 17.00 X 25R Radial Tires. Michelin XTLA preferred.
Yes	No	23.3 Front mounted scarifier mounted in front of front wheels.
Yes	No	23.3.1 Scarifier may be new or used and in good condition.
Yes	No	23.3.2 V-type shanks with replaceable tips.
Yes	No	23.3.3 Five (5) shanks minimum.
Yes	No	23.3.4 Hydraulics controlled from cab (hydraulic pressure up down, float).
		<b>24. SERVICE REQUIREMENTS</b>
Yes	No	24.1 Bidders shall have the ability to provide same or next day service, repair, and parts supply for each unit being bid.
Yes	No	24.2 Bidders shall be authorized to perform all manufacturer's warranty repairs.
Yes	No	24.3 Bidders shall employ factory trained and authorized personnel to perform service and repair work.

**PROPOSAL**  
**SPECIFICATION NO. 02-161**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, July 31, 2002**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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**THE REQUIREMENTS FOR  
USED 150 H.P. CLASS MOTOR GRADER  
BIDDING SCHEDULE**

<u>Bid Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Price</u>
1.	Used Motor Grader Manufacturer: _____ Model/Year: _____ Serial Number: _____ Hours of Use: _____ Front Wheel Drive Model: Yes _____ No _____	1	each	\$ _____

**Optional Equipment**

2.	Tires: 17 X 25R Radial Tires Manufacturer: _____	1	each	\$ _____
3.	Front Mounted Scarifier: Manufacturer: _____ New or used: _____	1	each	\$ _____

A \$5,000 Bid Security will be required with this Bid.

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPECIFICATION NO. 02-161**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
STREET ADDRESS OR P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No.

\_\_\_\_\_  
FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO. OR  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVER DAYS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening

directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. BRAND NAMES**

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **10. DEMONSTRATIONS/SAMPLES**

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 10.2 Such demonstration can be at the City delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **11. DELIVERY**

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **12. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 12.1.1 Manufacturer's warranties and/or guarantees.
  - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 12.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 12.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any

software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 12.3.3 No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

### **13. ACCEPTANCE OF MATERIAL**

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
- 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

### **14. BID EVALUATION AND AWARD**

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 14.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

### **15. INDEMNIFICATION**

- 15.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **16. TERMS OF PAYMENT**

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

### **17. LAWS**

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.